

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
INSTANT BRANDS ACQUISITION	§	Case No. 23-90716 (DRJ)
HOLDINGS INC., et al.,	§	
	§	
Debtors.¹	§	(Jointly Administered)
	§	

**NOTICE OF FIRST AMENDED SCHEDULE OF POTENTIAL ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES AND
CURE AMOUNT**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) on June 12, 2023.

PLEASE TAKE FURTHER NOTICE that, on June 30, 2023, the Debtors filed a motion (the “**Motion**”)² with the Court seeking entry of orders, among other things, approving (a) procedures for the solicitation of bids in connection with the Sale Transaction and the Auction (the “**Bidding Procedures**”), (b) the form and manner of notice related to the Sale Transaction, and (c) procedures for the assumption and assignment of contracts and leases in connection with the Sale Transaction (the “**Assumption and Assignment Procedures**”).

PLEASE TAKE FURTHER NOTICE that, on July 12, 2023, the Court entered an order (the “**Bidding Procedures Order**”) approving, among other things, the Bidding Procedures, which establish the key dates and times related to the Sale Transaction, the Auction, and the Assumption and Assignment Procedures.

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or registration numbers in the applicable jurisdictions, are as follows: Instant Brands (Texas) Inc. (2526); Instant Brands Acquisition Holdings Inc. (9089); Instant Brands Acquisition Intermediate Holdings Inc. (3303); Instant Brands Holdings Inc. (3318); URS-1 (Charleroi) LLC (7347); Instant Brands LLC (0566); URS-2 (Corning) LLC (8085); Corelle Brands (Latin America) LLC (8862); EKCO Group, LLC (7167); EKCO Housewares, Inc. (0216); EKCO Manufacturing of Ohio, Inc. (7300); Corelle Brands (Canada) Inc. (5817); Instant Brands (Canada) Holding Inc. (4481); Instant Brands Inc. (8272); and Corelle Brands (GHC) LLC (9722). The address of the debtors’ corporate headquarters is 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

PLEASE TAKE FURTHER NOTICE that, on July 25, 2023, the Debtors filed and served upon each non-Debtor Counterparty the *Notice of Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amount* [Docket No. 294] with a schedule listing the Potential Assumed Contracts (the “**Original Potential Assumed Contracts Schedule**”) and the amounts, if any, necessary for the assumption and assignment of the Potential Assumed Contracts pursuant to section 365(b) of the Bankruptcy Code (the “**Cure Costs**”). **The deadline (August 25, 2023 at 4:00 p.m. (prevailing Central Time)) to file an objection to the Cure Costs of any Potential Assumed Contract listed on the Original Potential Assumed Contracts Schedule has expired.**

PLEASE TAKE FURTHER NOTICE that a number of Counterparties have filed Cure Objections and/or informally contacted the Debtors or their professionals (a) advising that certain contracts or leases may have been inappropriately included on or excluded from the Original Potential Assumed Contracts Schedule and (b) asserting different amounts for their respective Cure Costs. In addition, the Debtors updated certain proposed Cure Costs to reflect (y) payments made on account of prepetition obligations pursuant to orders entered by the Court or (z) invoices on account of prepetition goods delivered or services provided that the Debtors processed subsequent to the filing of the Original Potential Assumed Contracts Schedule. As a result, the Debtors hereby file an amended schedule of Potential Assumed Contracts (the “**First Amended Potential Assumed Contracts Schedule**”) attached hereto as **Exhibit 1**. A version of the First Amended Potential Assumed Contracts Schedule highlighting the added, modified, or deleted rows, when comparing the First Amended Potential Assumed Contracts Schedule to the Original Potential Assumed Contracts Schedule, is attached hereto as **Exhibit 2**.

You are receiving this notice because you have been identified as a Counterparty to a Potential Assumed Contract that has been added to the First Amended Potential Assumed Contracts Schedule or the previously-proposed Cure Costs relating to your Potential Assumed Contract has been modified. The assumption and assignment of the contracts and leases on the First Amended Potential Assumed Contracts Schedule is not guaranteed and is subject to approval by the Court and the Debtors’ or Successful Bidder’s right to remove an Assumed Contract or Assumed Lease from the First Amended Potential Assumed Contracts Schedule and Proposed Assumed Contracts Schedule.

Obtaining Additional Information

Copies of the Motion and the Bidding Procedures Order, as well as all related exhibits (including the Bidding Procedures) and all other documents filed with the Court, are available free of charge on the Debtors’ case information website located at <https://dm.epiq11.com/InstantBrands> or can be requested by email at InstantBrandsInfo@epiqglobal.com.

Filing Assumption and Assignment Objections

Pursuant to the Assumption and Assignment Procedures, objections to the potential assumption and assignment of an Assumed Contract or Assumed Lease by a party whose contract or lease is listed on the First Amended Potential Assumed Contracts Schedule with respect to the ability of a Successful Bidder to provide adequate assurance of future performance

or relating to the Cure Costs (solely to the extent modified from the previously-proposed amounts) must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and Complex Procedures, (c) state, with specificity, the legal and factual bases thereof (including, if applicable, the Cure Costs that the Counterparty believes are required to cure monetary defaults under the relevant Assumed Contract or Assumed Lease (solely to the extent modified from the previously-proposed amount)), and (d) by no later than **September 13, 2023 at 4:00 p.m. (prevailing Central Time)** (the “**Objection Deadline**”), (i) be filed with the Court and (ii) be served on (1) counsel to the Debtors, (y) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Brian M. Resnick, Steven Z. Szanzer, and Joanna McDonald and (z) Haynes & Boone, LLP, 1221 McKinney Street, Suite 4000, Houston, Texas 77010, Attn: Charles A. Beckham, Jr., Arsalan Muhammad, and David A. Trausch, (2) counsel to the Term DIP Secured Parties, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, Attn: Ryan Preston Dahl, Matthew M. Roose, Daniel Gwen, Lindsay C. Barca, and Eric P. Schriesheim, (3) counsel to the ABL DIP Agent, Skadden, Arps, Slate, Meagher & Flom LLP, 155 N. Wacker Drive, Chicago, Illinois 60606, Attn: James J. Mazza, Jr. and Robert E. Fitzgerald, (4) counsel to the Committee, DLA Piper LLP (US), 1251 Avenue of the Americas, 27th Floor, New York, New York 10020, Attn: Dennis O'Donnell and Oksana Lashko, and (5) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Jayson B. Ruff and Vianey Garza.

For the avoidance of doubt, nothing in this notice extends the deadline to object to the non-modified Cure Costs listed on the Original Potential Assumed Contracts Schedule.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

Any Counterparty to a contract or lease who fails to timely make an objection to the potential assumption and assignment of such contract or lease by the Objection Deadline in accordance with the Assumption and Assignment Procedures, the Bidding Procedures Order, and this notice shall be deemed to have consented to the assumption and assignment of such contract or lease, including the Cure Costs (if any), set forth on the First Amended Potential Assumed Contracts Schedule, and shall be forever barred from asserting any objection or claims against the Debtors, the Successful Bidder, or the property of any such parties relating to the assumption and assignment of such contract or lease, including asserting additional Cure Costs with respect to such contract or lease. Notwithstanding anything to the contrary in such contract or lease, or any other document, the Cure Costs set forth on the First Amended Potential Assumed Contracts Schedule (unless otherwise indicated therein) shall be controlling and will be the only amount necessary to cure outstanding monetary defaults under the applicable Assumed Contract or Assumed Lease under section 365(b) of the Bankruptcy Code arising out of or related to any events occurring prior to the closing of the Sale Transaction or other applicable date upon which such assumption and assignment will become effective, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the closing of the Sale Transaction or other applicable date upon which such assumption and assignment will become effective.

Other Important Dates and Deadlines³

In addition to the dates and deadlines described above with respect to filing Assumption and Assignment Objections, note the following important dates and deadlines:

1. **Auction.** In the event that the Debtors timely receive more than one Qualified Bid for Bid Assets, and subject to the satisfaction of any further conditions set forth in the Bidding Procedures, the Debtors intend to conduct an Auction for the Bid Assets. The Auction, if one is held, will commence on **September 11, 2023 at 10:00 a.m. (prevailing Eastern Time)** at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017.
2. **Sale Hearing.** A hearing (the “**Sale Hearing**”) to consider the proposed Sale Transaction will be held before the Court on **September 14, 2023 at 9:00 a.m. (prevailing Central Time)** or such other date as determined by the Court.

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³ The following dates and deadlines may be extended by the Debtors or the Court pursuant to the terms of the Bidding Procedures and the Bidding Procedures Order.

Dated: August 31, 2023
Houston, Texas

HAYNES AND BOONE, LLP

/s/ Charles A. Beckham, Jr.

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Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that, on August 31, 2023, I caused a copy of the foregoing document to be served via the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Charles A. Beckham, Jr.

Charles A. Beckham, Jr.